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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

United States of America,
Plaintiff,

vs.

Mehrzasadi Eidivand,
Defendant.

No. CR-25-00931-01-PHX-DGC

PLEA AGREEMENT

Plaintiff, United States of America, and the defendant, MEHRZAD ASADI EIDIVAND, hereby agree to resolve this matter on the following terms and conditions:

1. PLEA

The defendant will plead guilty to Count 1 of the Superseding Indictment charging the defendant with a violation of Title 18, United States Code (U.S.C.), Sections 922(g)(5) and 924(a)(8), Alien in Possession of Firearms and Ammunition, a Class C felony offense.

2. MAXIMUM PENALTIES

a. A violation of 18 U.S.C. §§ 922(g)(5) and 924(a)(8) is punishable by a maximum fine of \$250,000.00, a maximum term of imprisonment of fifteen years, or both, and a term of supervised release of up to three years. A maximum term of probation is five years, including a minimum term of one year if probation is imposed.

1 b. According to the Sentencing Guidelines issued pursuant to the Sentencing
2 Reform Act of 1984, the Court shall order the defendant to:

3 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.
4 § 3663 and/or 3663A, unless the Court determines that restitution would not be
5 appropriate;

6 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a
7 fine is not appropriate;

8 (3) serve a term of supervised release when required by statute or when a
9 sentence of imprisonment of more than one year is imposed (with the understanding that
10 the Court may impose a term of supervised release in all other cases); and

11 (4) pay upon conviction a \$100.00 special assessment for each count to
12 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

13 c. The Court is required to consider the Sentencing Guidelines in determining
14 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
15 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
16 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
17 the Court accepts.

18 d. The defendant recognizes that pleading guilty may have consequences with
19 respect to defendant's immigration status if the defendant is a recently naturalized United
20 States citizen or is not a citizen of the United States. Under federal law, a broad range of
21 crimes are removable offenses, including the offense(s) to which defendant is pleading
22 guilty. Although there may be exceptions, the defendant understands that the defendant's
23 guilty plea and conviction for this offense make it practically inevitable and a virtual
24 certainty that the defendant will be removed or deported from the United States. The
25 defendant agrees that defendant has discussed this eventuality with defendant's attorney.
26 The defendant nevertheless affirms that defendant wants to plead guilty regardless of any
27 immigration consequences that this plea entails, even if the consequence is the defendant's
28 automatic removal from the United States.

1 **3. AGREEMENTS REGARDING SENTENCING**

2 a. Stipulation: 10 month sentencing cap. Pursuant to Fed. R. Crim. P.
3 11(c)(1)(C), the United States and the defendant stipulate that the defendant's sentence
4 shall not exceed 10 months of incarceration. This stipulated sentencing cap will not change
5 based on departures considered under U.S.S.G. § 1B1.1(b). Nothing in this agreement shall
6 preclude the defendant from moving for a downward departure, variance, or sentence
7 below the cap, or the court from imposing a sentence below the cap.

8 b. Stipulation: Agreement Contingent on Plea by Co-Defendant. Pursuant to
9 Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant stipulate that this plea is
10 contingent on a guilty plea being entered by co-defendant, Linet Vartannavartanians,
11 named in the Superseding Indictment. The defendant understands that if his co-defendant
12 fails to accept her plea agreement for any reason, his plea is null and void and the parties
13 are not bound by any of the terms of this plea agreement, including the recommendations,
14 stipulations, and other agreements herein. If co-defendant withdraws her guilty plea, or if
15 the Court rejects co-defendant's plea, the United States may, but is not required to,
16 withdraw from this plea agreement with the defendant; if such circumstances arise, only
17 the United States (not the defendant) may elect to withdraw from the plea agreement.

18 c. Assets and Financial Responsibility. The defendant shall make a full
19 accounting of all assets in which the defendant has any legal or equitable interest. The
20 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
21 transfer any such assets or property before sentencing, without the prior approval of the
22 United States (provided, however, that no prior approval will be required for routine, day-
23 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
24 Office to immediately obtain a credit report as to the defendant in order to evaluate the
25 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant
26 also shall make full disclosure of all current and projected assets to the U.S. Probation
27 Office immediately and prior to the termination of the defendant's supervised release or
28 probation, such disclosures to be shared with the U.S. Attorney's Office, including the

1 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
2 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
3 under this agreement and the law.

4 d. Acceptance of Responsibility. If the defendant makes full and complete
5 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's
6 commission of the offense, and if the defendant demonstrates an acceptance of
7 responsibility for this offense up to and including the time of sentencing, the United States
8 will recommend a two-level reduction in the applicable Sentencing Guidelines offense
9 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,
10 the United States will move the Court for an additional one-level reduction in the applicable
11 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

12 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

13 a. This agreement does not, in any manner, restrict the actions of the United
14 States in any other district or bind any other United States Attorney's Office.

15 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

16 a. If the Court, after reviewing this plea agreement, concludes that any
17 provision contained herein is inappropriate, it may reject the plea agreement and give the
18 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.
19 11(c)(5).

20 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,
21 vacated, or reversed at any time, this agreement shall be null and void, the United States
22 shall be free to prosecute the defendant for all crimes of which it then has knowledge and
23 any charges that have been dismissed because of this plea agreement shall automatically
24 be reinstated. In such event, the defendant waives any and all objections, motions, and
25 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional
26 restrictions in bringing later charges or proceedings. The defendant understands that any
27 statements made at the time of the defendant's change of plea or sentencing may be used
28 against the defendant in any subsequent hearing, trial, or proceeding subject to the

1 limitations of Fed. R. Evid. 410.

2 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

3 The defendant waives (1) any and all motions, defenses, probable cause
4 determinations, and objections that the defendant could assert to the superseding
5 indictment or information; and (2) any right to file an appeal, any collateral attack, and any
6 other writ or motion that challenges the conviction, an order of restitution or forfeiture, the
7 entry of judgment against the defendant, or any aspect of the defendant's sentence,
8 including the manner in which the sentence is determined, including but not limited to any
9 appeals under 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241
10 and 2255 (habeas petitions), and any right to file a motion for modification of sentence,
11 including under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release
12 motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This
13 waiver shall result in the dismissal of any appeal, collateral attack, or other motion the
14 defendant might file challenging the conviction, order of restitution or forfeiture, or
15 sentence in this case. This waiver shall not be construed to bar an otherwise-preserved
16 claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is
17 defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

18 **7. DISCLOSURE OF INFORMATION**

19 a. The United States retains the unrestricted right to provide information and
20 make any and all statements it deems appropriate to the U.S. Probation Office and to the
21 Court in connection with the case.

22 b. Any information, statements, documents, and evidence that the defendant
23 provides to the United States pursuant to this agreement may be used against the defendant
24 at any time.

25 c. The defendant shall cooperate fully with the U.S. Probation Office. Such
26 cooperation shall include providing complete and truthful responses to questions posed by
27 the U.S. Probation Office including, but not limited to, questions relating to:

28 (1) criminal convictions, history of drug abuse, and mental illness; and

1 (2) financial information, including present financial assets or liabilities
2 that relate to the ability of the defendant to pay a fine or restitution.

3 **8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

4 a. Nothing in this agreement shall be construed to protect the defendant from
5 administrative or civil forfeiture proceedings or prohibit the United States from proceeding
6 with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all
7 monetary penalties, including restitution imposed by the Court, shall be due immediately
8 upon judgment, shall be subject to immediate enforcement by the United States, and shall
9 be submitted to the Treasury Offset Program so that any federal payment or transfer of
10 returned property the defendant receives may be offset and applied to federal debts (which
11 offset will not affect the periodic payment schedule). If the Court imposes a schedule of
12 payments, the schedule of payments shall be merely a schedule of minimum payments and
13 shall not be a limitation on the methods available to the United States to enforce the
14 judgment.

15 b. The defendant agrees to forfeit, and hereby forfeits and abandons, all interest
16 in the following property, and any other property that was involved in the offense(s):

- 17 (1) a Glock, 45, 9mm, handgun, S/N: BSTM071;
18 (2) 10 rounds of 9 x 19 mm caliber Hornady ammunition;
19 (3) a Masada, ORP, 9mm, handgun, S/N: M1022117,
20 (4) 15 rounds of 9 x 19 mm caliber Hornady ammunition;
21 (5) 10 rounds of 9 x 19 mm caliber Tula ammunition, and
22 (6) 740 rounds of 9 x 19 mm caliber Tula ammunition.

23 c. The defendant further agrees to waive all interest in any such asset in any
24 administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal.
25 The defendant agrees to consent to the entry of orders of forfeiture for such property and
26 waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
27 notice of the forfeiture in the charging instrument, announcement of the forfeiture at
28 sentencing, and incorporation of the forfeiture in the judgment. The defendant further

1 understands and agrees that forfeiture of the assets is appropriate and in accordance with
2 the applicable forfeiture statutes, which may include Title 8 U.S.C. § 1324(b), Title 18
3 U.S.C. §§ 924(d), 981, 982 and 2253, Title 21 U.S.C. §§ 853 and 881, and Title 28 U.S.C.
4 § 2461(c).

5 d. Forfeiture of the defendant's assets shall not be treated as satisfaction of any
6 fine, restitution, cost of imprisonment, or any other penalty this court may impose upon the
7 defendant in addition to forfeiture. This agreement does not preclude the United States
8 from instituting any civil or administrative forfeiture proceedings as may be appropriate
9 now or in the future.

10 e. The defendant agrees to waive all constitutional and statutory challenges in
11 any manner (including direct appeal, habeas corpus, double jeopardy or any other means)
12 to any forfeiture imposed as a result of this guilty plea or any pending or completed
13 administrative or civil forfeiture actions, including that the forfeiture constitutes an
14 excessive fine or punishment. The defendant agrees to take all steps as requested by the
15 United States to pass clear title to forfeitable assets to the United States, and to testify
16 truthfully in any judicial forfeiture proceeding. The defendant acknowledges that all
17 property covered by this agreement is subject to forfeiture as proceeds of illegal conduct,
18 property facilitating illegal conduct, and substitute assets for property otherwise subject to
19 forfeiture, and that no other person or entity has a legitimate claim to these items listed.

20 f. The defendant agrees not to file a claim to any of the listed property in any
21 civil proceeding, administrative or judicial, which may be initiated. The defendant further
22 agrees that he/she will not contest civil, administrative or judicial forfeiture of the listed
23 property. The defendant agrees to waive his/her right to notice of any forfeiture proceeding
24 involving this property, and agrees not to file a claim or assist others in filing a claim in
25 that forfeiture proceeding.

26 g. The government reserves its right to proceed against any remaining assets
27 not identified either in this agreement or in any civil actions which are being resolved along
28 with this plea of guilty, including any property in which the defendant has any interest or

1 control, if said assets, real or personal, tangible or intangible were involved in the
2 offense(s).

3 h. The defendant hereby waives, and agrees to hold the government and its
4 agents and employees harmless from any and all claims whatsoever in connection with the
5 seizure, forfeiture, and disposal of the property described above. Without limitation, the
6 defendant understands and agrees that by virtue of this plea of guilty, the defendant will
7 waive any rights or cause of action that the defendant might otherwise have had to claim
8 that he/she is a “substantially prevailing party” for the purpose of recovery of attorney fees
9 and other litigation costs in any related civil forfeiture proceeding pursuant to 28 U.S.C. §
10 2465(b)(1).

11 **9. ELEMENTS**

12 **Alien in Possession of Firearms and Ammunition**

13 **18 U.S.C. §§ 922(g)(5) and 924(a)(8)**

14 On or about June 21, 2025, in the District of Arizona:

- 15 1. The defendant knowingly possessed a firearm;
- 16 2. The firearm had been shipped or transported between states or foreign
17 nations;
- 18 3. At the time the defendant possessed the firearm, the defendant was illegally
19 or unlawfully in the United States; and,
- 20 4. At the time the defendant possessed the firearm, the defendant knew he was
21 illegally or unlawfully in the United States.

22 **10. FACTUAL BASIS**

23 a. The defendant admits that the following facts are true and that if this matter
24 were to proceed to trial the United States could prove the following facts beyond a
25 reasonable doubt:

26 On June 21, 2025, in Tempe, Arizona, which is located within the District of
27 Arizona, Defendant MEHRZAD ASADI EIDIVAND possessed two firearms, to
28 include: (1) a Glock, 45, 9mm, handgun, S/N: BSTM071; and (2) a Masada, ORP,
9mm, handgun, S/N: M1022117. Both firearms were manufactured outside of

Arizona, and therefore, travelled in interstate commerce to be found present in

Arizona.

Defendant MEHRZAD ASADI EIDIVAND is a citizen of Iran and does not have legal or lawful status to remain in the United States. Further, Defendant MEHRZAD ASADI EIDIVAND knew that he was an alien illegally and unlawfully present in the United States at the time of possessing the firearms.

b. The defendant shall swear under oath to the accuracy of this statement and, if the defendant should be called upon to testify about this matter in the future, any intentional material inconsistencies in the defendant's testimony may subject the defendant to additional penalties for perjury or false swearing, which may be enforced by the United States under this agreement.

APPROVAL AND ACCEPTANCE OF THE DEFENDANT

I have read the entire plea agreement with the assistance of my attorney. I understand each of its provisions and I voluntarily agree to it.

I have discussed the case and my constitutional and other rights with my attorney. I understand that by entering my plea of guilty I shall waive my rights to plead not guilty, to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my defense, to remain silent and refuse to be a witness against myself by asserting my privilege against self-incrimination, all with the assistance of counsel, and to be presumed innocent until proven guilty beyond a reasonable doubt.

I agree to enter my guilty plea as indicated above on the terms and conditions set forth in this agreement.

I have been advised by my attorney of the nature of the charges to which I am entering my guilty plea. I have further been advised by my attorney of the nature and range of the possible sentence and that my ultimate sentence shall be determined by the Court after consideration of the advisory Sentencing Guidelines.

My guilty plea is not the result of force, threats, assurances, or promises, other than the promises contained in this agreement. I voluntarily agree to the provisions of this agreement and I agree to be bound according to its provisions.

1 I understand that if I am granted probation or placed on supervised release by the
2 Court, the terms and conditions of such probation/supervised release are subject to
3 modification at any time. I further understand that if I violate any of the conditions of my
4 probation/supervised release, my probation/supervised release may be revoked and upon
5 such revocation, notwithstanding any other provision of this agreement, I may be required
6 to serve a term of imprisonment or my sentence otherwise may be altered.

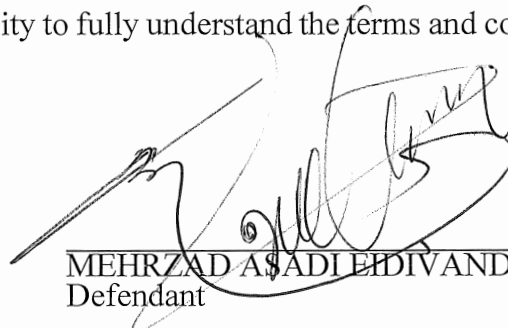
7 This written plea agreement, and any written addenda filed as attachments to this
8 plea agreement, contain all the terms and conditions of the plea. Any additional
9 agreements, if any such agreements exist, shall be recorded in a separate document and
10 may be filed with the Court under seal; accordingly, additional agreements, if any, may not
11 be in the public record.

12 I further agree that promises, including any predictions as to the Sentencing
13 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone
14 (including my attorney) that are not contained within this written plea agreement, are null
15 and void and have no force and effect.

16 I am satisfied that my defense attorney has represented me in a competent manner.

17 I fully understand the terms and conditions of this plea agreement. I am not now
18 using or under the influence of any drug, medication, liquor, or other intoxicant or
19 depressant that would impair my ability to fully understand the terms and conditions of this
20 plea agreement.

21
22 8/12/2025
23 Date

24
25
26
27
28

MEHRZAD ASADI DIVAND
Defendant

APPROVAL OF DEFENSE COUNSEL

26 I have discussed this case and the plea agreement with my client in detail and have
27 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
28 constitutional and other rights of an accused, the factual basis for and the nature of the

offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible. I have further discussed the concept of the advisory Sentencing Guidelines with the defendant. No assurances, promises, or representations have been given to me or to the defendant by the United States or any of its representatives that are not contained in this written agreement. I concur in the entry of the plea as indicated above and that the terms and conditions set forth in this agreement are in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

08/12/25
Date


DEBBIE JANG | MADELINE MAYER
Attorneys for Defendant

APPROVAL OF THE UNITED STATES

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

TIMOTHY COURCHAINE
United States Attorney
District of Arizona



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ADDISON OWEN
Date: 2025.08.08 16:28:23
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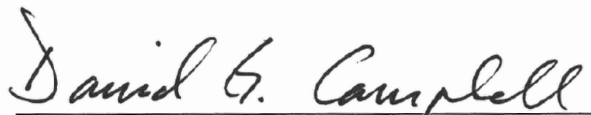
Date

RACHEL E. NAVA | ADDISON OWEN
Assistant U.S. Attorney

ACCEPTANCE BY THE COURT

11/26/2025

Date


HONORABLE DAVID G. CAMPBELL
United States District Judge